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EXHIBIT A



CT Corporation

**Service of Process
Transmittal**

03/01/2018

CT Log Number 532887662

TO: Howard Harris
BMW of North America, LLC
300 Chestnut Ridge Road
Woodcliff Lake, NJ 07677-7731

RE: **Process Served in California**

FOR: BMW of North America, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Joyce Paul, Pltf. vs. BMW of North America, LLC, Dft.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Complaint

COURT/AGENCY: Los Angeles County - Superior Court - Van Nuys, CA
Case # LC106938

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2014 BMW 328i VIN# WBA3C1C50EK117040

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 03/01/2018 at 13:20

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Todd M Friedman
21550 Oxnard St
Suite 780
Woodlandhills, CA 91367
877-206-4741

ACTION ITEMS: CT has retained the current log, Retain Date: 03/02/2018, Expected Purge Date:
03/07/2018

Image SOP

Email Notification, Barry Chen Barry.chen@bmwnaext.com

Email Notification, Diane Carbone Diane.Carbone@bmwna.com

Email Notification, Gino Palacios Gino.Palacios@bmwnaext.com

Email Notification, WR Litigation WR_LITIGATION@bmwna.com

SIGNED:

ADDRESS: C T Corporation System
818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615

COPY**SUM-100****SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
BMW OF NORTH AMERICA, LLC

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
JOYCE PAUL

FOR COURT USE ONLY
CORPORATE/UNDECORPORATE
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 28 2018

Sherri R. Carter, Executive Officer/Clerk
By L. ROMERO, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que lo entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que hable con un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org); en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una conciliación de arbitraje en un caso de derecho civil. Tiene que pagar al gravamen de la corte antes de que la corte pueda descher el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Van Nuys Courthouse East
6230 Sylmar Ave.
Van Nuys, CA 91401

CASE NUMBER:
(Número del caso):

LC106938

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Todd M. Friedman, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 877-206-4741

DATE:
(Fecha):

28 2018

Clerk, by
(Secretario) _____

L ROMERO, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

IS&AU

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):

- on behalf of (specify): **BMW of North America, LLC**

- under: CCP 418.10 (corporation)
- CCP 418.20 (defunct corporation)
- CCP 418.40 (association or partnership)
- other (specify):

CCP 418.60 (minor)

CCP 418.70 (conservatee)

CCP 418.80 (authorized person)

- by personal delivery on (date): **3-1-18**

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Todd M. Friedman, Esq. SBN 216752
 Law Offices of Todd M. Friedman
 21550 Oxnard St., Suite 780
 Woodland Hills, CA 91367
 TELEPHONE NO: 877-206-4741

ATTORNEY FOR (name): Plaintiff, Joyce Paul

FAX NO: 866-633-0228

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 6230 Sylmar Avenue
 MAILING ADDRESS: 6230 Sylmar Avenue
 CITY AND ZIP CODE: Van Nuys, CA 91401
 BRANCH NAME: Van Nuys Courthouse East

CASE NAME:
 Joyce Paul v. BMW of North America, LLC

CIVIL CASE COVER SHEET		Complex Case Designation:	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: L ROMERO
DEPT:			

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

- | | | |
|--|---|---|
| Auto Tort | Contract | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403) |
| <input type="checkbox"/> Auto (22) | <input type="checkbox"/> Breach of contract/warranty (06) | <input type="checkbox"/> Antitrust/Trade regulation (03) |
| <input type="checkbox"/> Uninsured motorist (48) | <input type="checkbox"/> Rule 3.740 collections (09) | <input type="checkbox"/> Construction defect (10) |
| Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort | <input type="checkbox"/> Other collections (09) | <input type="checkbox"/> Mass tort (40) |
| <input type="checkbox"/> Asbestos (04) | <input type="checkbox"/> Insurance coverage (18) | <input type="checkbox"/> Securities litigation (28) |
| <input type="checkbox"/> Product liability (24) | <input type="checkbox"/> Other contract (37) | <input type="checkbox"/> Environmental/Toxic tort (30) |
| <input type="checkbox"/> Medical malpractice (45) | Real Property | Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| <input type="checkbox"/> Other PI/PD/WD (23) | <input type="checkbox"/> Eminent domain/inverse condemnation (14) | |
| Non-PI/PD/WD (Other) Tort | <input type="checkbox"/> Wrongful eviction (39) | |
| <input type="checkbox"/> Business tort/unfair business practice (07) | <input type="checkbox"/> Other real property (26) | |
| <input type="checkbox"/> Civil rights (08) | Unlawful Detainer | |
| <input type="checkbox"/> Defamation (13) | <input type="checkbox"/> Commercial (31) | |
| <input type="checkbox"/> Fraud (16) | <input type="checkbox"/> Residential (32) | |
| <input type="checkbox"/> Intellectual property (19) | <input type="checkbox"/> Drugs (38) | |
| <input type="checkbox"/> Professional negligence (25) | Judicial Review | |
| <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) | <input type="checkbox"/> Asset forfeiture (05) | |
| Employment | <input type="checkbox"/> Petition re: arbitration award (11) | |
| <input type="checkbox"/> Wrongful termination (38) | <input type="checkbox"/> Writ of mandate (02) | |
| <input type="checkbox"/> Other employment (15) | <input type="checkbox"/> Other judicial review (39) | |
| Enforcement of Judgment | | |
| <input type="checkbox"/> Enforcement of judgment (20) | | |
| Miscellaneous Civil Complaint | | |
| <input type="checkbox"/> RICO (27) | | |
| <input type="checkbox"/> Other complaint (not specified above) (42) | | |
| Miscellaneous Civil Petition | | |
| <input type="checkbox"/> Partnership and corporate governance (21) | | |
| <input type="checkbox"/> Other petition (not specified above) (43) | | |

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 4

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 27, 2018

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties In Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort**Auto (22)-Personal Injury/Property**

Damage/Wrongful Death

Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)**Tort****Asbestos (04)**

Asbestos Property Damage

Asbestos Personal Injury/

Wrongful Death

Product Liability (not asbestos or toxic/environmental) (24)

Medical Malpractice (45)

Medical Malpractice-

Physicians & Surgeons

Other Professional Health Care

Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault; vandalism)

Intentional Infliction of

Emotional Distress

Negligent Infliction of

Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort**Business Tort/Unfair Business Practice (07)**

Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)

Defamation (e.g., slander, libel) (13)

Fraud (18)**Intellectual Property (19)****Professional Negligence (25)**

Legal Malpractice

Other Professional Malpractice (not medical or legal)

Other Non-PI/PD/WD Tort (35)**Employment****Wrongful Termination (36)****Other Employment (15)****CASE TYPES AND EXAMPLES****Contract**

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (not unlawful detainer or wrongful eviction)

Contract/Warranty Breach-Seller

Plaintiff (not fraud or negligence)

Negligent Breach of Contract/

Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open book accounts) (09)

Collection Case-Seller Plaintiff

Other Promissory Note/Collections

Case

Insurance Coverage (not provisionally complex) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real Property

Eminent Domain/Inverse

Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential).

Judicial Review

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ-Administrative Mandamus

Writ-Mandamus on Limited Court

Case Matter

Writ-Other Limited Court Case

Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal-Labor

Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment**Enforcement of Judgment** (20)

Abstract of Judgment (Out of County)

Confession of Judgment (non-domestic relations)

Sister State Judgment

Administrative Agency Award (not unpaid taxes)

Petition/Certification of Entry of Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)

Other Complaint (not specified above) (42)

Declaratory Relief Only

Injunctive Relief Only (non-harassment)

Mechanics Lien

Other Commercial Complaint Case (non-tort/non-complex)

Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate

Governance (21)

Other Petition (not specified above) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late Claim

Other Civil Petition

COPY

SHORT TITLE: JOYCE PAUL v. BMW OF NORTH AMERICA, LLC

CASE NUMBER

LC106938

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

BY FAX

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Category	Type of Action (Check only one)	Applicable Reasons See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7280 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: JOYCE PAUL v. BMW OF NORTH AMERICA, LLC	CASE NUMBER:
---	--------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

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Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (48)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: JOYCE PAUL v. BMW OF NORTH AMERICA, LLC		CASE NUMBER																																																												
<table border="1"> <thead> <tr> <th>A (Civil Case Cover Sheet Category No.)</th> <th>B Type of Action (Check only one)</th> <th>C Applicable Reason(s) See Step 3 "Above"</th> </tr> </thead> <tbody> <tr> <td>Business Tort (07)</td> <td><input type="checkbox"/> A6028 Other Commercial/Business Tort (not fraud/breach of contract)</td> <td>1, 2, 3</td> </tr> <tr> <td>Civil Rights (08)</td> <td><input type="checkbox"/> A6005 Civil Rights/Discrimination</td> <td>1, 2, 3</td> </tr> <tr> <td>Defamation (13)</td> <td><input type="checkbox"/> A6010 Defamation (slander/libel)</td> <td>1, 2, 3</td> </tr> <tr> <td>Fraud (16)</td> <td><input type="checkbox"/> A6013 Fraud (no contract)</td> <td>1, 2, 3</td> </tr> <tr> <td>Professional Negligence (25)</td> <td><input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)</td> <td>1, 2, 3 1, 2, 3</td> </tr> <tr> <td>Other (35)</td> <td><input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort</td> <td>1, 2, 3</td> </tr> <tr> <td>Wrongful Termination (36)</td> <td><input type="checkbox"/> A6037 Wrongful Termination</td> <td>1, 2, 3</td> </tr> <tr> <td>Other Employment (15)</td> <td><input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals</td> <td>1, 2, 3 10</td> </tr> <tr> <td>Breach of Contract/ Warranty (06) (not insurance)</td> <td><input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)</td> <td>2, 5 2, 5 1, 2, 5 1, 2, 5</td> </tr> <tr> <td>Collections (08)</td> <td><input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)</td> <td>5, 6, 11 5, 11 5, 6, 11</td> </tr> <tr> <td>Insurance Coverage (18)</td> <td><input type="checkbox"/> A6015 Insurance Coverage (not complex)</td> <td>1, 2, 5, 8</td> </tr> <tr> <td>Other Contract (37)</td> <td><input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortsious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)</td> <td>1, 2, 3, 6 1, 2, 3, 5 1, 2, 3, 8, 9</td> </tr> <tr> <td>Eminent Domain/Inverse Condemnation (14)</td> <td><input type="checkbox"/> A7300 Eminent Domain/Condemnation</td> <td>Number of parcels _____ 2, 8</td> </tr> <tr> <td>Wrongful Eviction (33)</td> <td><input type="checkbox"/> A6023 Wrongful Eviction Case</td> <td>2, 8</td> </tr> <tr> <td>Other Real Property (26)</td> <td><input type="checkbox"/> 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type="checkbox"/> A6028 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or 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SHORT TITLE JOYCE PAUL v. BMW OF NORTH AMERICA, LLC		CASE NUMBER	
	A CIVIL CASE COVER SHEET Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Not Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A8108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A8115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A8151 Writ - Administrative Mandamus <input type="checkbox"/> A8152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A8153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A8150 Other Writ/Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A8003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A8007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A8006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A8035 Securities Litigation Case	1, 2, 8
	Toxic Tort/Environmental (30)	<input type="checkbox"/> A8038 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A8014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A8141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A8160 Abstract of Judgment	2, 8
		<input type="checkbox"/> A8107 Confession of Judgment (non-domestic relations)	2, 8
		<input type="checkbox"/> A8140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A8114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A8112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A8033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A8030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A8040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A8011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A8000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A8113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A8121 Civil Harassment	2, 3, 8
		<input type="checkbox"/> A8123 Workplace Harassment	2, 3, 8
		<input type="checkbox"/> A8124 Elder/Dependent Adult Abuse Case	2, 3, 8
		<input type="checkbox"/> A8180 Election Contest	2
		<input type="checkbox"/> A8110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A8170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A8100 Other Civil Petition	2, 8

SHORT TITLE: JOYCE PAUL v. BMW OF NORTH AMERICA, LLC	CASE NUMBER
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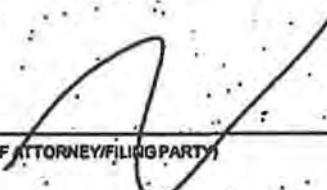
Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input checked="" type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 24500 Calabasas Road	
CITY: Calabasas	STATE: CA	ZIP CODE: 91302

Step 5: Certification of Assignment: I certify that this case is properly filed in the Van Nuys Courthouse East District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 2/27/2018

(SIGNATURE OF ATTORNEY/FILING PARTY)



PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/18).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

OPY

1 Todd M. Friedman, Esq. - State Bar #216752
2 Law Offices of Todd M. Friedman, P.C.
2 21550 Oxnard St., Ste 780
Woodland Hills, CA 91367
3 Phone: (877) 206-4741
Fax: (866) 633-0228
4 tfriedman@toddflaw.com

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 28 2018

Sherri R. Carter, Executive Officer/Clerk
By L. ROMERO, Deputy

5 Attorneys for Plaintiff, JOYCE PAUL

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 COUNTY OF LOS ANGELES
8 UNLIMITED JURISDICTION

LC106938

9 JOYCE PAUL, } Case No.:
10 Plaintiff, } COMPLAINT FOR BREACH OF
11 vs. } WARRANTY
12 BMW OF NORTH AMERICA, LLC, } (Amount to exceed \$25,000)
13 Defendant.

COMPLAINT

NOW COMES the Plaintiff, JOYCE PAUL, by and through Plaintiff's attorney, LAW OFFICES OF TODD M. FRIEDMAN, P.C., and for Plaintiff's Complaint against, BMW OF NORTH AMERICA, LLC allege and affirmatively state as follows:

PARTIES

1. Plaintiff, JOYCE PAUL ("Plaintiff"), an individual who purchased subject vehicle in the State of California.
2. Defendant, BMW OF NORTH AMERICA, LLC ("Defendant"), is a limited liability company, authorized to do business in the State of California and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Defendant is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships. Defendant does business in all counties of the State of California.

COMPLAINT

BACKGROUND

3. On or about February 12, 2015, Plaintiff leased from Defendant a 2014 BMW 328i ("328i") manufactured by Defendant, Vehicle Identification No. WBA3C1C50EK117040.

4. The price of the 328i, including sales tax, registration charges, document fees and other collateral charges, such as bank and finance charges totaled more than valuable consideration.

5. In consideration for the purchase of the 328i, Defendant issued and supplied to Plaintiff several written warranties, as well as other standard warranties fully outlined in the Defendant's Warranty Booklet.

6. On or about February 12, 2015, Plaintiff took possession of the 328i and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the 328i.

7. The defects listed below violate the express written warranties issued to Plaintiff by Defendant, as well as the implied warranty of merchantability.

8. Plaintiff brought the 328i to seller and/or other authorized service dealers of Defendant for various defects, including, but not limited to the following:

- a) Defective driving belt,
 - b) Defective brakes,
 - c) Defective brake pads,
 - d) Defective seat memory function,
 - e) Defective Bluetooth,
 - f) Defective in-tank fuel supply module,
 - g) Defective bulbs,
 - h) Defective seat mat sensor,
 - i) Defective seat and center console leather cover,
 - j) Defective lock actuator,
 - k) Defective map thermostat,
 - l) Defective door trim,
 - m) Defective parking lamp,
 - n) Consistent noises, and,
 - o) Any additional complaints actually made, whether contained on the invoices or otherwise.

9. Plaintiff provided Defendant through Seller and/or other authorized dealers of Defendant sufficient opportunities to repair the 328i.

10. Defendant, through its authorized dealers was unable and/or failed to repair the 328i within a reasonable number of attempts.

11. Plaintiff justifiably lost confidence in the 328i's reliability and said defects have substantially impaired the value of the 328i to Plaintiff.

12. Said defects could have not been discovered by Plaintiff prior to Plaintiff's acceptance of the 328i.

13. As a result of said defects, Plaintiff revoked acceptance of the 328i in writing on January 03, 2018.

14. At the time of revocation, the 328i was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

15. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies Plaintiff are entitled upon revocation.

16. The 328i remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

17. Plaintiff have and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express and implied warranties.

18. Prior to filing this complaint, Plaintiff attempted to submit to Defendant's informal dispute resolution program and was unsatisfied with the results therein.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

19. Plaintiff re-alleges and incorporates by reference as fully set forth herein, paragraphs 1-18 of this Complaint.

1 20. Plaintiff is the purchaser of a consumer product who received the 328i during the
2 duration of a written warranty period applicable to the 328i and who is entitled by the terms of
3 the written warranty to enforce against Defendant the obligations of said warranty.

4 21. Defendant is a person engaged in the business of making a consumer product
5 directly available to Plaintiff.

6 22. Seller is an authorized dealership/agent of Defendant designed to perform repairs
7 on vehicles under Defendant's automobile warranties.

8 23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq.
9 ("Warranty Act") is applicable to Plaintiff's Complaint in that the 328i was manufactured, sold
10 and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

11 24. Plaintiff's purchase of the 328i was accompanied by written factory warranties for
12 any non-conformities or defects in materials or workmanship, comprising an undertaking in
13 writing in connection with the purchase of the 328i to repair the 328i or take other remedial
14 action free of charge to Plaintiff with respect to the 328i in the event that the 328i failed to meet
15 the specifications set forth in said undertaking.

16 25. Said warranties were the basis of the bargain of the contract between the Plaintiff
17 and Defendant for the lease of the 328i to Plaintiff.

18 26. Said purchase of Plaintiff's 328i was induced by, and Plaintiff relied upon, these
19 written warranties.

20 27. Plaintiff have met all of Plaintiff's obligations and preconditions as provided in
21 the written warranties.

22 28. As a direct and proximate result of Defendant's failure to comply with its express
23 written warranties, Plaintiff have suffered damages and, in compliance with 15 U.S.C. §2310(d),
24 Plaintiff are entitled to bring suit for such damages and other equitable relief.

25 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2714 of the Commercial Code, and all incidental and consequential damages incurred;
 - b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
 - c. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

29. Plaintiff re-allege and incorporates by reference as through fully set forth herein, paragraphs 1-18 of this complaint.

30. The 328i purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Defendant to the intended consumer, Plaintiff herein.

31. Defendant is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

32. Defendant is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Defendant has entered into a contract in writing within ninety (90) days of purchase to perform services relating to the maintenance or repair of a motor vehicle.

33. Pursuant to 15 U.S.C. §2308, Plaintiff's 328i was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the 328i was intended.

34. The 328i was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

35. The above described defects in the 328i render the 328i unfit for the ordinary and essential purpose for which the 328i was intended.

1 36. As a result of the breaches of implied warranty by Defendant, Plaintiff have
2 suffered and continue to suffer various damages.

3 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 4 a. Return of all monies paid or in the alternative applicable damages pursuant to section
5 2714 of the Commercial Code, and all incidental and consequential damages
6 incurred;
7 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
8 c. Such other and further relief that the Court deems just and appropriate.

9 **COUNT III**

10 **SONG -BEVERLY CONSUMER WARRANTY ACT**

11 37. Plaintiff re-alleges and incorporates by reference as though fully set forth herein,
12 paragraphs 1-18 of this Complaint.

13 38. Pursuant to Cal Civ. Code. §1793.2, Plaintiff has presented the 328i to Seller
14 and/or other authorized service dealers of Defendant within the term of protection and has
15 tendered the subject vehicle four (for the above-mentioned defects that substantially affect the
16 use, value and safety of the 328i.

17 39 Defendant, through Seller and/or other authorized dealerships, have been
18 unable to repair said defects in a reasonable number of attempts.

19 40. Pursuant to Cal Civ. Code. §1793.2, Plaintiff is entitled to a refund of the full
20 purchase price of the vehicle, including all collateral charges and finance charges, and/or a
21 replacement vehicle, plus all attorney fees and costs.

22 41. Defendant has willfully violated the provisions of this act by knowing of its
23 obligations to refund or replace Plaintiff's vehicle, but failing to fulfill them.

24 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 25 a. Return of the 328i's purchase price and all incidental and consequential
26 damages incurred by Plaintiff;
27 b. Return of all finance charges incurred by Plaintiff for the 328i;
28 c. All reasonable attorneys' fees, witness fees, court costs and other fees
29 incurred by Plaintiff;
30 d. A civil penalty pursuant to Cal. Civ. Code §1794 (c); and

e. Such other and further relief that this Court deems just and appropriate.

COUNT IV

41. Plaintiff re-allege and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

42. The 328i purchased by Plaintiff was subject to an implied warranty of merchantability as defined in Cal. Civ. Code §1790 running from the Defendant to the intended consumer, Plaintiff herein.

43. Defendant is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

44. Defendant is prohibited from disclaiming or modifying any implied warranty under Cal. Civ. Code §1790.

45. Pursuant to Cal. Civ. Code §1790, Plaintiff's 328i was impliedly warranted to be fit for the ordinary use for which the 328i was intended.

46. The 328i was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

47. The above described defects in the 328i caused it to fail to possess even the most basic degree of fitness for ordinary use.

48. As a result of the breaches of implied warranty by Defendant, Plaintiff have suffered and continue to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2714 of the Commercial Code, and all incidental and consequential damages incurred:

III

- 1
2
3 b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
4 Such other and further relief that the Court deems just and appropriate
5
6

7 **PLAINTIFF HEREBY REQUEST A JURY TRIAL IN THIS MATTER.**
8
9
10

11 Dated this 27th day of February, 2018
12

13 
14 Todd M. Friedman
15 Attorneys for Plaintiff JOYCE PAUL
16
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PLAINTIFF(S)/PETITIONER(S)	CASE NUMBER	FILE STAMP
	LC106938	CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles
DEFENDANT(S)/RESPONDENT(S)	NOTICE OF: TRIAL SETTING/ CASE MANAGEMENT CONFERENCE/ OSC RE: DISMISSAL	FEB 28 2018 Sherri R. Carter, Executive Officer/Clerk By <u>L. ROMERO</u> Deputy

TO THE PLAINTIFF(S) AND THE ATTORNEY OF RECORD:

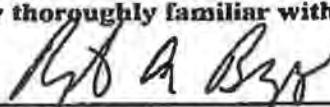
YOU ARE HEREBY NOTIFIED THAT THE ABOVE MATTER HAS BEEN ASSIGNED FOR ALL PURPOSES, INCLUDING TRIAL, TO JUDGE RUPERT A. BYRDSONG, PRESIDING IN DEPARTMENT "U" OF THE NORTHWEST DISTRICT ON 7/25/18 AT 8:30 A.M. IN THE SUPERIOR COURT, LOCATED AT 6230 SYLMAR AVENUE, VAN NUYS, CA 91401.

You are Ordered to service this notice of hearing to all parties/attorneys of record forthwith and serve a copy of this notice to all parties to the action within 60 days of service of this notice. The Court orders that except as otherwise ordered in writing, all attorneys (or unrepresented parties as applicable) appear at all scheduled hearings. All parties/attorneys of record are ordered to meet and confer about the matters to be discussed no later than 30 days before the Case Management Conference (which shall take place approximately 140 days from filing of the complaint). The complaint must be served on all named defendants and proof of service must be filed with the Court within 60 days after the filing of the complaint. If all named defendants have not been served and proofs filed before the 60 days have elapsed, application must have been made with Court to extend or otherwise modify Rule CRC 3.110 (b), (c) and (e).

YOU ARE ORDERED:

- 1). To give notice of this hearing and serve a copy of this notice to all parties to the action within 60 days of service of this notice.
- 2.) To bring to the hearing the original Proof of Service of said notice to all of the other parties served by you.

ALL PARTIES ARE ORDERED to have trial counsel, or an attorney thoroughly familiar with the case and trial counsel's calendar, appear at the hearing.



Judge of the Superior Court
Rupert A. Byrdsong

CERTIFICATE OF SERVICE

- I am not a party to the within action, and I certify that I personally served a true copy of the above notice to the plaintiff delivering the copy to the designated representative/attorney service at the time of the filing of the original complaint.
- I am not a party to the within action, and I certify that I personally served a true copy of the above notice to the plaintiff or his attorney of record by delivering the copy in person this date to counsel for plaintiff or plaintiff in pro per.

**A CORPORATION MUST BE
REPRESENTED BY A LICENSED
CALIFORNIA ATTORNEY**

BY: _____ L. ROMERO, Deputy

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

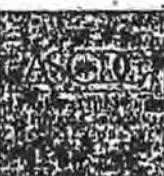


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER	Received for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Dear [Redacted] decide on Request: _____ date 10 calendar days following filing of [Redacted] for C. Id Informal Discovery Conference: _____ date 20 calendar days following filing of [Redacted].
4. For a Request for Informal Discovery Conference, briefly describe the nature of the including the facts and legal arguments at issue. For an Answer to Discovery Conference, briefly describe why the court should deny the request, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION - DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

Date: _____ (TYPE OR PRINT NAME)

- _____ (ATTORNEY FOR PLAINTIFF)
- _____ (ATTORNEY FOR DEFENDANT)
- _____ (ATTORNEY FOR DEFENDANT)
- _____ (ATTORNEY FOR DEFENDANT)
- _____ (ATTORNEY FOR _____)
- _____ (ATTORNEY FOR _____)
- _____ (ATTORNEY FOR _____)